

4419 W. Scottsdale Rd.
Scottsdale, Az. 85251

DN 1205776 51

DECLARATION OF RESTRICTIONS

PROP RSTR (PR)

KNOW ALL MEN BY THESE PRESENTS:

That MINNESOTA TITLE & TRUST, an Arizona corporation, as Trustee, hereinafter referred to as Declarant, being the owner of all the following described premises, situate within the County of Maricopa, State of Arizona, to-wit:

Lots 1-48 Pinnacle Peak Shadows Unit I, according to the plat of record in Book 181, Page 42.

WHEREAS, said Declarant is about to convey parcels of said real property shown on said Map and desires to subject the same to certain restrictions, conditions, covenants and agreements as hereinafter set forth in furtherance of a general plan for the improvement of said tract;

NOW, THEREFORE, the undersigned owner of the hereinabove described property hereby declares that said property is held and shall be conveyed subject to restrictions, conditions, covenants, charges and agreements set forth in this Declaration, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height, and a private garage or guest house with the approval of the Architectural Committee. No business, trade, or manufacturing of any nature or description shall be carried on or transacted on any portion of said property nor shall any part of said premises be used as a hospital or sanitarium or other place for hire for the care or entertainment of persons suffering from any disease or disability whatsoever.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design

I do hereby certify that the within named instrument was recorded at request of Jed Wells Realty
JAN 31 1977 2 10 Decket 12057 Page 51-66 Records of Maricopa Co., Arizona
WITNESS my hand and official seal the day and year aforesaid
TOM FREESTONE, Maricopa County Recorder, By Harry Gray Deputy

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1 with existing structures, and as to location with respect to
2 topography and finish grade elevation.

3 3. SIZE: The floor area of the dwelling, exclusive of
4 porches, garages, and patios, shall be not less than 1800 square
5 feet. No prefabricated building or other structure of any nature
6 whatsoever, permanent or temporary, shall be moved or placed upon,
7 or assembled or otherwise maintained on any lot, provided, however,
8 that a temporary office, and/or sales office may be maintained
9 upon any lot or lots by Developer, or by any building contractor
10 for the purpose of erecting and selling dwellings on any lot or
11 lots but such temporary structures shall be removed at completion
12 of construction or selling, whichever is later.

13 4. BUILDING LOCATIONS: No building shall be located
14 on any lot nearer to the front line than thirty-five (35) feet,
15 and no buildings on adjacent lots shall have the same setback within
16 two (2) feet. No building shall be located nearer than seven (7)
17 feet to any interior lot line, nor closer than ten (10) feet to
18 a side lot line adjacent to a street, except that side yards for
19 detached garages and other permitted accessory buildings located
20 in the rear one-half of the lot need only conform to the
21 requirements of Maricopa County.

22 A garage and storage room attached to the walls of the
23 dwelling may be placed not closer than seven (7) feet to an
24 interior lot line and not closer than ten (10) feet to a side
25 lot line adjacent to a street. For the purpose of this covenant,
26 eaves, steps, open porches, and air conditioning units shall not
27 be considered as a part of a building, provided, however, that this
28 shall not be construed to permit any portion of a building on a lot
29 to encroach upon another lot. In the event an owner acquires a part
30 of any adjoining lot or lots, the foregoing measurements shall be
31 made from such owner's side property lines rather than from the
32 side lot lines indicated on said recorded map or plat. None of

1 said lots shall be resubdivided into smaller lots nor conveyed or
2 encumbered in less than the full original dimension of such lots
3 as shown by the plat of PINNACLE PEAK SHADOWS UNIT I, except for
4 public utilities, provided that this restriction shall not prevent
5 the conveyance or encumbrance of adjoining or contiguous lots or
6 parts of lots in such a manner as to create parcels of land in a
7 common ownership having the same or a greater street frontage
8 than shown on the plat of PINNACLE PEAK SHADOWS UNIT I, for any
9 one of the lots, portions of which are so conveyed or encumbered,
10 or having a greater area than any of the lots, portions of which
11 are so conveyed or encumbered. Thereafter, such parts of adjoining
12 ing or contiguous lots in such common ownership, shall, for the
13 purpose of these restrictions, be considered as one lot. Nothing
14 herein contained shall prevent the dedication or conveyance or
15 portions of lots for public utilities, in which event the remaining
16 portion of any lot shall, for the purpose of this provision, be
17 treated as a whole lot.

18 5. REFRIGERATION OR COOLING: No refrigeration units or
19 other cooling and heating units shall be on the roof of any
20 residence. All such units shall be ground level or inside the
21 residence. Residences approved by the Architectural Committee
22 that have flat roofs have to have a parapet wall around the roof
23 of the exterior of the residence. All other roofs shall be real
24 shakes, real shingles, masonry tile, or Bermuda roof, with prior
25 approval of the Architectural Committee.

26 6. FENCES AND LANDSCAPING: Any fence located in front
27 of the house shall have a maximum height of two (2) feet six (6)
28 inches and at the side and back of the house shall be six (6)
29 feet maximum. All fences shall be either all block or block
30 columns with wood fence between and must be approved before
31 construction by the Architectural Committee. Each lot owner
32 shall have planted a minimum of six (6) trees on his lot by the

1 time he moves into his home. All front landscaping must be
2 approved by the Architectural Committee, must be done either
3 in desert or lawn, and must be done in a professional manner so
4 as to enhance the beauty of the community. A landscape plan
5 must be submitted to the Architectural Committee at the time
6 of the approval of the house plan.

7 No structures of any kind shall be constructed or any
8 vegetation be planted nor allowed to grow within the drainage
9 easements shown hereon which would impede the flow of stormwaters
10 through said drainage easements. Maintenance of the drainage
11 facilities located within said drainage easement shall be the
12 sole responsibility of the individual lot owners.

13 7. EASEMENTS: Easements, as indicated upon the recorded
14 Map of this subdivision, are reserved for the installation and
15 maintenance of public service utilities and other uses for public
16 or quasi-public good. No buildings shall be placed upon such
17 easements or interference be made with the free use of the same
18 for the purpose intended.

19 8. NUISANCES: No noxious or offensive activity shall be
20 carried on upon any lot, nor shall anything be done thereon which
21 may be or may become an annoyance or nuisance to the neighborhood.

22 9. TEMPORARY STRUCTURES: No structure of a temporary
23 character, shall be used on any lot at any time as a residence
24 either temporarily or permanently, except a carpenter or trades-
25 man's trailer while a home is being built, subject to the
26 requirements of the Maricopa County Zoning Ordinance.

27 10. SIGNS: No sign of any kind shall be displayed to
28 the public view on any lot except one sign of not more than five
29 (5) square feet, advertising the property for sale or rent, or as
30 approved by the Architectural Committee, or as placed by the
31 developer during the period of development of this subdivision.

32 11. LIVESTOCK AND POULTRY: No animals, horses, livestock,

1 or poultry of any kind shall be raised, bred or kept on any lot,
2 except that dogs, cats, or birds as household pets may be kept
3 provided that they are not kept, bred or maintained for any
4 commercial purpose.

5 12. GARBAGE AND REFUSE DISPOSAL: No lot shall be used
6 or maintained as a dumping ground for rubbish. Trash, garbage or
7 other waste shall not be kept except in sanitary containers. All
8 equipment for the storage or disposal of such material shall be
9 kept in a clean and sanitary condition.

10 13. OIL AND MINING OPERATIONS: No oil drilling, oil
11 development operations, oil refining, quarrying or mining opera-
12 tions of any kind shall be permitted upon or in any lot, nor shall
13 oil wells, tanks, tunnels, mineral excavations or shafts be per-
14 mitted upon or in any lot. No derrick or other structures designed
15 for use in boring for oil or natural gas shall be erected, main-
16 tained or permitted upon any lot. This paragraph is subject to
17 such materials as may appear of record.

18 14. SIGHT DISTANCE AT INTERSECTIONS: Unofficial Document No fence, wall,
19 hedge, or shrub planting which obstructs sight lines at elevations
20 between two (2) and six (6) feet above the roadways, shall be
21 permitted to remain on any corner lot within the triangular area
22 formed by the street property lines and a line connecting them
23 at points twenty-five (25) feet from the intersection of the
24 street lines, or in the case of a rounded property corner from
25 the intersection of the street property lines extended. No tree
26 shall be permitted to remain within such distances of such
27 intersections unless the foliage line is maintained at sufficient
28 height to prevent obstruction of such sight lines.

29 15. COMPLETION OF CONSTRUCTION: Any building in this
30 subdivision the construction of which has been started, shall be
31 completed without delay, except when such delay is caused by acts
32 of God, strikes, actual inability of the owner to procure delivery

1 of necessary material, or by interference by other persons or
2 forces beyond the control of the owner to prevent. Financial
3 inability of the owner or his contractor to secure labor or
4 materials or discharge liens or attachments shall not be deemed
5 a cause beyond his control.

6 16. CARE OF PROPERTIES: All vacant lots in the sub-
7 division shall be at all times kept free of rubbish and litter;
8 weeds and grass shall be disced out or kept well mown so as to
9 present a tidy appearance. The yards and grounds in connection
10 with all improved properties shall be at all times kept in a
11 neat and sightly condition and shall be cultivated and planted
12 to any extent sufficient to maintain an appearance not out of
13 keeping with that of typical improved properties in this sub-
14 division. During prolonged absence, owner of said lot agrees
15 he will arrange for the care of the property, during such absence.
16 In the event a lot owner does not maintain his lot in a neat,
17 proper manner, any lot owner can give written notification to the
18 home owners association, or directly to the Architectural
19 Committee. If, upon investigation, the complaint is found valid,
20 the owner shall be notified immediately that the work will be
21 done at his expense if the condition is not corrected within
22 thirty (30) days. If the owner fails to take the necessary action
23 within thirty (30) days either the association or the committee
24 will then get the work done and bill owner for same. If the
25 owner fails to pay the bill then the Association or the committee
26 hereby has the power to collect as per item 20 (e). No over-
27 night parking for any trucks, pickup trucks, or trailers will be
28 permitted in the street, and no vehicles other than passenger
29 cars and pickup trucks will be parked in driveways or garages.
30 All trailers, boats and motorhomes, etc. will be hidden completely
31 from view of traffic to front of home by walls, and trailers will
32 be put behind walls so they are not visible from the street.

1 17. DRAINAGE EASEMENT: Purchaser shall not at any time
2 hereafter fill, block, or obstruct any drainage easements and
3 drainage structures on the demised premises, nor shall purchaser
4 cause or suffer to be erected on the demised premises any
5 building or obstruction with the effect or for the purpose,
6 directly or indirectly, of obstructing, blocking or filling any
7 such drainage easement or drainage structure, and purchaser
8 agrees to make and forever to repair and maintain all such
9 drainage easements and drainage structures on the demised
10 premises, making good nevertheless, at his own expense, all
11 damage which may be caused to the said drainage easements and
12 structures on the demised land, and purchaser agrees to repair
13 at his own expense, all damage to any structure on any lot which
14 may be caused directly or indirectly, by his obstructing,
15 blocking or filling any such drainage easements.

16 18. ARCHITECTURAL CONTROL COMMITTEE: The initial
17 Architectural Control Committee shall be composed of Ted Wells,
18 Jerry Nelson and Klaas Bol. Unofficial Document A majority of the Committee may
19 designate a representative to act for it. In the event of death
20 or resignation of any member of the Committee, the remaining
21 members shall have full authority to designate a successor.
22 Neither the members of the Committee, nor its representatives,
23 nor its successors, shall be entitled to any compensation for
24 services performed pursuant to this covenant. At any time
25 that a majority of the lot owners in the Homeowners Association
26 per item number 20 below so desire, they may, through a duly
27 recorded written instrument change the membership of the
28 Committee or withdraw from the Committee or restore to it any
29 of its powers and duties.

30 19. APPROVAL PROCEDURE: The Architectural Committee's
31 approval or disapproval as required in these covenants, shall
32 be in writing. In the event the Committee, or its designated

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1 representative, fails to approve or disapprove within thirty (30)
2 days after plans and specifications have been submitted to it,
3 or in any event, if no suit to enjoin the construction has been
4 commenced prior to the completion hereof, approval will not be
5 required and the related covenants shall be deemed to have
6 been fully complied with.

7 20. HOMEOWNERS' ASSOCIATION: It is understood that
8 TRW Investment Corporation (the "Developer") may construct,
9 place or provide for in the Subdivision certain amenities
10 of the general nature of (but not necessarily limited to) those
11 described in subparagraph (b) below which are for the common
12 use and enjoyment of all lot owners in the Subdivision, or the
13 general public, or both; that the owner of each lot should bear
14 a pro rata share of the cost for maintaining said amenities;
15 that each lot should be subject to a servitude and lien for
16 this; and that a Homeowners' Association should be organized
17 to make and enforce assessments for this and to collect the
18 money to undertake the necessary maintenance and services. It
19 is further understood that this Subdivision is part of an overall
20 plan for development of a larger area by the Developer; that as
21 new areas are developed, the various subdivisions will be inter-
22 related by the aforesaid amenities which will be for the benefit
23 of all lot owners in the interrelated areas; and that it will
24 serve the best interest and be for the benefit of all lot and
25 owners, in both the existing Subdivision and the entire area
26 developed under the overall plan of the Developer, to have one
27 Homeowner's Association authorized to expend funds for the entire
28 area to serve and maintain such amenities which are for the
29 common use or enjoyment of all the owners, or the general public,
30 or both.

31 NOW, THEREFORE, it is declared that two (2) years from
32 the date of this Declaration each and every lot in the Subdivision

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1 shall be subject to a continuing servitude and lien, not ex-
 2 ceeding \$200.00* per year, for the purposes aforesaid, as
 3 established and levied against each such lot by the Homeowners'
 4 Association (or the Developer, prior to incorporation of
 5 the Homeowners' Association), all as more particularly set forth
 6 below. It is further declared that, subject to the provisions
 7 of subparagraph (g) below, the property owners of record shall
 8 be members of Pinnacle Peak Shadows Homeowners' Association.
 9 This Association shall be incorporated as a non-profit corporation
 10 pursuant to the laws of Arizona, for the purposes and with such
 11 rights and obligations as are set forth below;

12 (a) Membership in the Association shall be
 13 limited to the property owners of record in the
 14 Subdivision (which term shall be deemed to include
 15 adjacent or contiguous areas subsequently developed
 16 by the Developer which have interrelated facilities
 17 and amenities, the determination of the Developer
 18 to be conclusive with regard to the existence of
 19 interrelated facilities and amenities). Each owner
 20 of record of the respective lots in the Subdivision
 21 shall automatically be a member of the Association,
 22 and shall be issued a certificate of membership in
 23 the Association. If any lot is owned by two or
 24 more persons, a single membership certificate shall
 25 be issued in the names of all owners of record and
 26 they shall designate in writing to the Association one
 27 of their number who shall have the power to vote
 28 that certificate. Membership in the Association
 29 further shall be subject to the terms of the Asso-
 30 ciation's Articles of Incorporation and Bylaws

31 *This may be increased in the future only to the extent of U.S.
 32 Cost of Living Index increases over a base of June, 1977.

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1 (copies of which shall be available for inspection
2 at the office of the Association during all reason-
3 able business hours).

4 (b) Subject to the right of extension of the
5 area to be serviced and maintained by the Association
6 as provided in this Declaration, the Association shall
7 have the power and shall undertake and perform within
8 the Subdivision the following duties and obligations:

9 (i) Plant, protect, maintain and otherwise
10 manage the landscaping in the parks located in
11 the streets and in any tracts, parks, pathways,
12 walks, trails, playgrounds, recreational areas,
13 common areas, or lands to which all the property
14 owners have access in the Subdivision or which
15 are for the common enjoyment and inure to the
16 general benefit of the owners in the Subdivision;

17 (ii) Provide for the repair, maintenance,
18 Unofficial Document
19 replacement and management of all roads, (public
20 and private), streets, alleys, pathways, walks,
21 trails, walls, fences, berms, gateways, entrances,
22 entrance markers, ornamental features, parks,
23 playgrounds, swimming pools, recreational areas,
24 lighting systems and other facilities of any
25 nature, to which all owners have access or which
26 are for the common enjoyment and inure to the
27 general benefit of the owners in the Subdivision.

28 (iii) Carry out the duties and obligations
29 set forth in this paragraph and those of the
30 Architectural Committee as set forth above, with
31 the expenses and costs of them to be paid out of
32 the funds of the Association;

(iv) Acquire and own such real estate,

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1 together with any improvements located on it, as
2 may be reasonably necessary in order to carry out
3 the purposes of the Association; and pay taxes on
4 such real estate and improvements as may be owned
5 by it; and pay all premiums for property, hazard
6 and public liability insurance;

7 (v) Levy and collect the assessments
8 which are set forth below.

9 (c) In order to provide funds to enable the
10 Association to perform the obligations and maintain the
11 improvements and render the services provided above, all
12 lots within the Subdivision shall be subject to an annual
13 assessment which shall be fixed and levied in advance by
14 the Association from year to year and shall be paid to
15 the Association annually by the owners of record of each
16 lot in the Subdivision. The Association shall from
17 year to year determine the total amount required to
18 perform its obligations and shall levy and collect
19 an annual assessment not exceeding \$200.00 for each
20 lot within the Subdivision. The assessment for each
21 lot shall include the owner's pro rata share of such
22 sums as the Association shall determine proper for the
23 establishment and maintenance of a reserve trust fund
24 for repair, replacement, maintenance and the payment
25 of administration costs, taxes and insurance required
26 by the Association, and shall be in the ratio that
27 one (1) bears to the total number of lots within the
28 Subdivision. The aforesaid maximum assessment to
29 each lot owner may be increased by the Association
30 only with the prior written consent of two-thirds
31 of the lot owners of record by number and area in
32 said Subdivision.

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1 (d) The aforesaid assessments for each year
2 shall be fixed, levied and paid at such times and
3 in such manner as may be prescribed in the Bylaws
4 of the Association (or by the Developer until the
5 Association is incorporated).

6 (e) Each owner of a lot in the Subdivision for
7 himself, his heirs, executors, administrators, suc-
8 cessors and assigns, covenants and agrees, by acceptance
9 of a deed or other instrument (and regardless of
10 whether it is expressed in any such deed or other
11 conveyance, and regardless of whether such owner
12 accepts such deed in writing), that he shall pay to
13 the Association the annual assessments or charges
14 as provided in paragraph (c) above and any special
15 charges per item number 16 above. The assessments
16 (together with such maximum legal interest thereon,
17 if any such assessments Unofficial Document delinquent, and costs of
18 collection, including reasonable attorney's fees
19 and court costs) shall be a charge on the land and
20 shall be a continuing lien upon the lot against
21 which, each such assessment is made. Each such
22 assessment, together with such interest, costs and
23 attorneys' fees, shall be the personal obligation of
24 the person who was the record owner of such lot at
25 the time when the assessment fell due, but such
26 personal obligation of the owner shall not be deemed
27 to limit or discharge the charge on the land and
28 continuing lien upon the lot against which such
29 assessment is made. No owner shall escape liability
30 for the assessments which fell due while he was the
31 owner by nonuse of the common facilities or transfer
32 or abandonment of his lot. The owner's personal

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1 obligation for assessments which fell due while he
2 was the owner shall not pass to a successor owner
3 unless expressly assumed by that successor owner.
4 The Association, as the agent and representative
5 of the owners of lots in Subdivision, shall have
6 the right to enforce the provisions of this declaration.
7 If the owner of any lot fails to pay an assessment
8 when due, the Association may enforce the payment of
9 the assessment, or enforce the lien against the lot,
10 by taking either or both of the following actions,
11 concurrently or separately (and by exercising
12 either of the remedies set forth below, the
13 Association does not prejudice or waive its right
14 to exercise the other remedy):

15 (i) Bring an action at law against the
16 owner personally obligated to pay the assessment;

17 (ii) Foreclose the assessment lien
18 against the lot ^{Unofficial Document} in accordance with the then
19 prevailing Arizona law relating to the fore-
20 closure of realty mortgages (including the
21 right to recover any deficiency), and the lot
22 may be redeemed after foreclosure sale as
23 provided by law.

24 If any lot subject to such assessment lien shall become
25 subject to the lien of a purchase money or construction
26 mortgage, the foreclosure of the assessment lien shall
27 not affect or impair the lien of any such mortgage. The
28 assessment lien shall be junior and subordinate to the
29 lien of any such mortgage, but only as follows, without
30 otherwise affecting or impairing the assessment lien or
31 discharging the land from the servitude. Any such mort-
32 gage foreclosure purchaser, or any grantee taking by

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1 deed in lieu of foreclosure, shall take free of the
2 assessment lien for all charges that have accrued up to
3 the date of issuance of a sheriff's deed or deed given
4 in lieu of foreclosure, but shall take subject to all
5 charges accruing subsequent to the issuance of a
6 sheriff's deed or deed given in lieu of foreclosure.

7 (f) At any such time as the aforescribed mainten-
8 ance and services to be rendered by the Association are
9 available from a public source, including but not limited
10 to a county, municipal or other type of improvement
11 district, the Association, upon an affirmative vote of
12 two-thirds of the property owners of record by number
13 and area, may elect to have the maintenance and services,
14 or any part of them, provided for in this Declaration
15 assumed and undertaken by this public source if the
16 public source is willing to undertake them.

17 (g) Until such time as the Association is
18 incorporated (i.e., ^{when 27} Unofficial Document lots within the Sub-
19 division have been conveyed by TRW Investment
20 Corporation to bona fide purchasers, or December
21 31, 1978, whichever first occurs), the Developer
22 reserves the right to exercise the powers and
23 duties granted in this Declaration to the Association,
24 including, but not by way of limitation, the right
25 to perform all or any part of the duties, assume the
26 obligations, levy and collect the assessments and
27 otherwise exercise the powers given to the Association
28 by this in the same way and manner as though all of
29 such powers and duties so given were given directly
30 to the Developer. Upon issuance of a Certificate
31 of Incorporation to the Association by the Arizona
32 Corporation Commission, the Developer shall turn

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1 over any accumulated funds or assets to the Association
 2 and be released and divested of any and all such
 3 rights, powers and obligations provided for the
 4 Association in this Declaration; and the Association
 5 promptly shall perform the duties, assume the
 6 obligations, levy and collect the assessments and
 7 otherwise exercise the powers provided for the
 8 Association.

9 21. DOMINANT TENEMENT: Each of the lots in said tract
 10 shall constitute the dominant tenement and be entitled to the
 11 benefit of the covenants herein contained as against all of the
 12 other lots in said tract which shall constitute the servient
 13 tenements.

14 22. TERMS: These covenants are to run with the land
 15 and shall be binding on the undersigned and all of its successors
 16 in title, interest or possession in all and every part of said
 17 premises until July 1, 2010. Thereafter said covenants shall
 18 be automatically extended Unofficial Document successive periods of ten (10)
 19 years, unless and until amended or revoked. Said covenants may
 20 be amended or revoked during the first ten (10) year extension
 21 by ninety per cent (90%) of the lots affected hereby; and during
 22 any successive ten (10) year extension, by a majority of said lots.
 23 Any such amendment or revocation must be made and recorded within
 24 the sixty (60) day period immediately preceding the end of the
 25 said ten (10) year period.

26 23. DEEDS: Deeds of conveyance of all or any of said
 27 lots shall incorporate by reference all of the provisions con-
 28 tained in this document. However, whether or not recited in
 29 the deeds of conveyance, these restrictions shall be binding on
 30 every owner of every lot in this subdivision.

31 24. ENFORCEMENT: If the owner or possessor of any lot
 32 subject to these restrictions shall violate, or attempt to

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1 violate, any of the covenants herein, it shall be lawful for any
2 other person or persons owning any real property situated in
3 said tract to prosecute any proceeding at law or in equity against
4 the person or persons violating or attempting to violate any such
5 covenants and either to prevent him or them from so doing or to
6 recover damages for such violation, or both.

7 25. SUBORDINATION: Nothing contained in this
8 Declaration shall be held to invalidate the lien of any mortgage
9 or deed of trust prior to foreclosure, provided, however, that
10 any purchaser at any mortgage foreclosure sale or sale under
11 deed of trust shall hold title subject to all the provisions
12 hereof.

13 26. SEVERABILITY: Invalidation of any one of these
14 covenants by judgment or court order shall in no way affect any
15 of the other provisions, which shall remain in full force and
16 effect.

17 IN WITNESS WHEREOF, Minnesota Title & Trust, an Arizona
18 corporation, as Trustee, ^{Unofficial Document} has caused its corporate name to be
19 signed by the undersigned officers duly authorized this 24th
20 day of January, 1977.

21 MINNESOTA TITLE & TRUST
22 an Arizona corporation, as Trust

23 BY Edward A. Krutel
24 Edward A. Krutel,
25 Senior Trust Officer

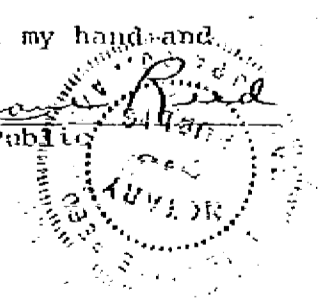
24 STATE OF ARIZONA)
25 County of Maricopa) ss.

26 On this, the 24th day of January, 1977, before
27 me the undersigned Notary Public, personally appeared
28 Edward A. Krutel and
29 who acknowledged themselves to be the Senior Trust Officer
30 and of MINNESOTA TITLE & TRUST, an
31 Arizona corporation, and that they as such officers, being
32 authorized so to do, executed the foregoing instrument for the
purposes therein contained by signing the name of the corporation
by themselves as such officers.

31 IN WITNESS WHEREOF, I have hereunto set my hand and
32 official seal.

Lois James Reed
Notary Public

By Commission Expires:
May 23, 1979



WHEN RECORDED, RETURN TO
MINNESOTA TITLE COMPANY
3003 North Central Avenue
Phoenix, Arizona 85012
Trust 1505

DKT 12661PS 331

Nypal
18249

DECLARATION OF RESTRICTIONS PPOP RSTR (PR)

KNOW ALL MEN BY THESE PRESENTS:

That MINNESOTA TITLE & TRUST, an Arizona corporation, as Trustee, hereinafter referred to as Declarant, being the owner of all the following described premises, situate within the County of Maricopa, State of Arizona, to-wit:

Lots 49-86 Pinnacle Peak Shadows Unit 2
according to the plat of record in Book
195, Page 49.

WHEREAS, said Declarant is about to convey parcels of said real property shown on said Map and desires to subject the same to certain restrictions, conditions, covenants and agreements as hereinafter set forth in furtherance of a general plan for the improvement of said tract;

NOW, THEREFORE, the undersigned owner of the hereinabove described property hereby declares that said property is held and shall be conveyed subject to restrictions, conditions, covenants, charges and agreements set forth in this Declaration, to-wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height, and a private garage or guest house with the approval of the Architectural Committee. No business, trade, or manufacturing of any nature or description shall be carried on or transacted on any portion of said property nor shall any part of said premises be used as a hospital or sanitarium or other place for hire for the care or entertainment of persons suffering from any disease or disability whatsoever.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design

1 with existing structures, and as to location with respect to
2 topography and finish grade elevation.

3 3. SIZE: The floor area of the dwelling, exclusive of
4 porches, garages, and patios, shall be not less than 1200 square
5 feet. No prefabricated building or other structure of any nature
6 whatsoever, permanent or temporary, shall be moved or placed upon
7 or assembled or otherwise maintained on any lot, provided, however,
8 that a temporary office, and/or sales office may be maintained
9 upon any lot or lots by Developer, or by any building contractor
10 for the purpose of erecting and selling dwellings on any lot or
11 lots but such temporary structures shall be removed at completion
12 of construction or selling, whichever is later.

13 4. BUILDING LOCATIONS: No building shall be located
14 on any lot nearer to the front line than thirty-five (35) feet,
15 and no buildings on adjacent lots shall have the same setback withi
16 two (2) feet. No building shall be located nearer than seven (7)
17 feet to any interior lot line, nor closer than ten (10) feet to
18 a side lot line adjacent to a street, except that side yards for
19 detached garages and other permitted accessory buildings located
20 in the rear one-half of the lot need only conform to the
21 requirements of Maricopa County.

22 A garage and storage room attached to the walls of the
23 dwelling may be placed not closer than seven (7) feet to an
24 interior lot line and not closer than ten (10) feet to a side
25 lot line adjacent to a street. For the purpose of this covenant,
26 eaves, steps, open porches, and air conditioning units shall not
27 be considered as a part of a building, provided, however, that this
28 shall not be construed to permit any portion of a building on a lot
29 to encroach upon another lot. In the event an owner acquires a port
30 of any adjoining lot or lots, the foregoing measurements shall be
31 made from such owner's side property lines rather than from the
32 side lot lines indicated on said recorded map or plat. None of

said lots shall be resubdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of such lots as shown by the plat of PINNACLE PEAK SHADOWS UNIT 2, except for public utilities, provided that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership having the same or a greater street frontage than shown on the plat of PINNACLE PEAK SHADOWS UNIT 2, for any one of the lots, portions of which are so conveyed or encumbered, or having a greater area than any of the lots portions of which are so conveyed or encumbered. Thereafter, such parts of adjoining or contiguous lots in such common ownership, shall, for the purpose of these restrictions, be considered as one lot. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any lot shall, for the purpose of this provision, be treated as a whole lot.

5. REFRIGERATION OR COOLING: No refrigeration units or other cooling and heating units shall be on the roof of any residence. All such units shall be ground level or inside the residence. Residences approved by the Architectural Committee that have flat roofs have to have a parapet wall around the roof of the exterior of the residence. All other roofs shall be real shakes, real shingles, masonry tile, or Bermuda roof, with prior approval of the Architectural Committee.

5A. No T.V. antennas shall be erected except horizontal units at parapet wall level for flat top roofs. As to pitch roofs, the T.V. antennas must be inside the attic so as not to obstruct the views of adjoining homes.

6. FENCES AND LANDSCAPING: Any fence located in front of the house shall have a maximum height of two (2) feet six (6) inches and at the side and back of the house shall be six (6) feet maximum. All fences shall be either all block or block columns

with wood fence between and must be approved before construction by the Architectural Committee. Each lot owner shall have planted a minimum of six (6) trees on his lot by the time he moves into his home. No such trees shall be planted that will grow to a height greater than the Palo Verde tree in this locality to help preserve the views for adjoining home sites. All front landscaping must be approved by the Architectural Committee, must be done either in desert or lawn, and must be done in a professional manner so as to enhance the beauty of the community. A landscape plan must be submitted to the Architectural Committee at the time of the approval of the house plan.

No structures of any kind shall be constructed or any vegetation be planted nor allowed to grow within the drainage easements shown hereon which would impede the flow of stormwaters through said drainage easements. Maintenance of the drainage facilities located within said drainage easement shall be the sole responsibility of the individual lot owners.

7. EASEMENTS: Easements, as indicated upon the recorded Map of this subdivision, are reserved for the installation and maintenance of public service utilities and other uses for public or quasi-public good. No buildings shall be placed upon such easements or interference be made with the free use of the same for the purpose intended.

8. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. TEMPORARY STRUCTURES: No structure of a temporary character, shall be used on any lot at any time as a residence either temporarily or permanently, except a carpenter or tradesman's trailer while a home is being built, subject to the requirements of the Maricopa County Zoning Ordinance.

10. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or as ap-

proved by the Architectural Committee, or as placed by the developer during the period of development of this subdivision.

11. LIVESTOCK AND POULTRY: No animals, horses, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or birds as household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. This paragraph is subject to such materials as may appear of record.

14. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. COMPLETION OF CONSTRUCTION: Any building in this subdivision the construction of which has been started, shall be completed without delay, except when such delay is caused by acts of God, strikes, actual inability of the owner to procure delivery

1 of necessary material, or by interference by other persons or
2 forces beyond the control of the owner to prevent. Financial
3 inability of the owner or his contractor to secure labor or
4 materials or discharge liens or attachments shall not be deemed
5 a cause beyond his control.

6 16. CARE OF PROPERTIES: All vacant lots in the sub-
7 division shall be at all times kept free of rubbish and litter;
8 weeds and grass shall be disced out or kept well mown so as to
9 present a tidy appearance. The yards and grounds in connection
10 with all improved properties shall be at all times kept in a
11 neat and sightly condition and shall be cultivated and planted
12 to any extent sufficient to maintain an appearance not out of
13 keeping with that of typical improved properties in this sub-
14 division. During prolonged absence, owner of said lot agrees
15 he will arrange for the care of the property, during such absence.
16 In the event a lot owner does not maintain his lot in a neat,
17 proper manner, any lot owner can give written notification to the
18 home owners association, or directly to the Architectural
19 Committee. If, upon investigation, the complaint is found valid,
20 the owner shall be notified immediately that the work will be
21 done at his expense if the condition is not corrected within
22 thirty (30) days. If the owner fails to take the necessary action
23 within thirty (30) days either the association or the committee
24 will then get the work done and bill owner for same. If the
25 owner fails to pay the bill then the Association or the committee
26 hereby has the power to collect as per item 20 (e). No over-
27 night parking for any trucks, pickup trucks, or trailers will be
28 permitted in the street, and no vehicles other than passenger
29 cars and pickup trucks will be parked in driveways or garages.
30 All trailers, boats and motorhomes, etc. will be hidden completely
31 from view of traffic to front of home by walls, and trailers will
32 be put behind walls so they are not visible from the street.

1 17. DRAINAGE EASEMENT: Purchaser shall not at any time
2 hereafter fill, block, or obstruct any drainage easements and
3 drainage structures on the demised premises, nor shall purchaser
4 cause or suffer to be erected on the demised premises any
5 building or obstruction with the effect or for the purpose,
6 directly or indirectly, of obstructing, blocking or filling any
7 such drainage easement or drainage structure, and purchaser
8 agrees to make and forever to repair and maintain all such
9 drainage easements and drainage structures on the demised
10 premises, making good nevertheless, at his own expense, all
11 damage which may be caused to the said drainage easements and
12 structures on the demised land, and purchaser agrees to repair
13 at his own expense, all damage to any structure on any lot which
14 may be caused directly or indirectly, by his obstructing,
15 blocking or filling any such drainage easements.

16 18. ARCHITECTURAL CONTROL COMMITTEE: The initial
17 Architectural Control Committee shall be composed of Ted Wells,
18 Jerry Nelson, and Klaas Bol. A majority of the Committee may
19 designate a representative to act for it. In the event of death
20 or resignation of any member of the Committee, the remaining
21 members shall have full authority to designate a successor.
22 Neither the members of the Committee, nor its representatives,
23 nor its successors, shall be entitled to any compensation for
24 services performed pursuant to this covenant. At any time
25 that a majority of the lot owners in the Homeowners Association
26 per item number 20 below so desire, they may, through a duly
27 recorded written instrument change the membership of the
28 Committee or withdraw from the Committee or restore to it any
29 of its powers and duties.

30 19. APPROVAL PROCEDURE: The Architectural Committee's
31 approval or disapproval as required in these covenants, shall
32 be in writing. In the event the Committee, or its designated

1 representative, fails to approve or disapprove within thirty (30)
2 days after plans and specifications have been submitted to it,
3 or in any event, if no suit to enjoin the construction has been
4 commenced prior to the completion hereof, approval will not be
5 required and the related covenants shall be deemed to have
6 been fully complied with.

7 20. HOMEOWNERS' ASSOCIATION: It is understood that
8 TRW Investment Corporation (the "Developer") may construct,
9 place or provide for in the Subdivision certain amenities
10 of the general nature of (but not necessarily limited to) those
11 described in subparagraph (b) below which are for the common
12 use and enjoyment of all lot owners in the Subdivision, or the
13 general public, or both; that the owner of each lot should bear
14 a pro rata share of the cost for maintaining said amenities;
15 that each lot should be subject to a servitude and lien for
16 this; and that a Homeowners' Association should be organized
17 to make and enforce assessments for this and to collect the
18 money to undertake the necessary maintenance and services. It
19 is further understood that this Subdivision is part of an overall
20 plan for development of a larger area by the Developer; that as
21 new areas are developed, the various subdivisions will be inter-
22 related by the aforesaid amenities which will be for the benefit
23 of all lot owners in the interrelated areas; and that it will
24 serve the best interest and be for the benefit of all lot and
25 owners, in both the existing Subdivision and the entire area
26 developed under the overall plan of the Developer, to have one
27 Homeowner's Association authorized to expend funds for the entire
28 area to serve and maintain such amenities which are for the
29 common use or enjoyment of all the owners, or the general public,
30 or both.

31 NOW, THEREFORE, it is declared that two (2) years from
32 the date of this Declaration each and every lot in the Subdivision

1 shall be subject to a continuing servitude and lien, not ex-
2 ceeding \$200.00* per year, for the purposes aforesaid, as
3 established and levied against each such lot by the Homeowners'
4 Association (or the Developer, prior to incorporation of
5 the Homeowners' Association), all as more particularly set forth
6 below. It is further declared that, subject to the provisions
7 of subparagraph (g) below, the property owners of record shall
8 be members of Pinnacle Peak Shadows Homeowners' Association.
9 This Association shall be incorporated as a non-profit corporation
10 pursuant to the laws of Arizona, for the purposes and with such
11 rights and obligations as are set forth below;

12 (a) Membership in the Association shall be
13 limited to the property owners of record in the
14 Subdivision (which term shall be deemed to include
15 adjacent or contiguous areas subsequently developed
16 by the Developer which have interrelated facilities
17 and amenities, the determination of the Developer
18 to be conclusive with regard to the existence of
19 interrelated facilities and amenities). Each owner
20 of record of the respective lots in the Subdivision
21 shall automatically be a member of the Association,
22 and shall be issued a certificate of membership in
23 the Association. If any lot is owned by two or
24 more persons, a single membership certificate shall
25 be issued in the names of all owners of record and
26 they shall designate in writing to the Association one
27 of their number who shall have the power to vote
28 that certificate. Membership in the Association
29 further shall be subject to the terms of the Asso-
30 ciation's Articles of Incorporation and Bylaws

31 *This may be increased in the future only to the extent of U.S.

32 Cost of Living Index increases over a base of June, 1977.

1 (copies of which shall be available for inspection
2 at the office of the Association during all reason-
3 able business hours).

4 (b) Subject to the right of extension of the
5 area to be serviced and maintained by the Association
6 as provided in this Declaration, the Association shall
7 have the power and shall undertake and perform within
8 the Subdivision the following duties and obligations:

9 (i) Plant, protect, maintain and otherwise
10 manage the landscaping in the parks located in
11 the streets and in any tracts, parks, pathways,
12 walks, trails, playgrounds, recreational areas,
13 common areas, or lands to which all the property
14 owners have access in the Subdivision or which
15 are for the common enjoyment and inure to the
16 general benefit of the owners in the Subdivision;

17 (ii) Provide for the repair, maintenance,
18 replacement and management of all roads, (public
19 and private), streets, alleys, pathways, walks,
20 trails, walls, fences, berms, gateways, entrances,
21 entrance markers, ornamental features, parks,
22 playgrounds, swimming pools, recreational areas,
23 lighting systems and other facilities of any
24 nature, to which all owners have access or which
25 are for the common enjoyment and inure to the
26 general benefit of the owners in the Subdivision.

27 (iii) Carry out the duties and obligations
28 set forth in this paragraph and those of the
29 Architectural Committee as set forth above, with
30 the expenses and costs of them to be paid out of
31 the funds of the Association;

32 (iv) Acquire and own such real estate,

1 together with any improvements located on it, as
2 may be reasonably necessary in order to carry out
3 the purposes of the Association; and pay taxes on
4 such real estate and improvements as may be owned
5 by it; and pay all premiums for property, hazard
6 and public liability insurance;

7 (v) Levy and collect the assessments
8 which are set forth below.

9 (c) In order to provide funds to enable the
10 Association to perform the obligations and maintain the
11 improvements and render the services provided above, all
12 lots within the Subdivision shall be subject to an annual
13 assessment which shall be fixed and levied in advance by
14 the Association from year to year and shall be paid to
15 the Association annually by the owners of record of each
16 lot in the Subdivision. The Association shall from
17 year to year determine the total amount required to
18 perform its obligations and shall levy and collect
19 an annual assessment ~~not exceeding \$200.00~~ for each
20 lot within the Subdivision. The assessment for each
21 lot shall include the owner's pro rata share of such
22 sums as the Association shall determine proper for the
23 establishment and maintenance of a reserve trust fund
24 for repair, replacement, maintenance and the payment
25 of administration costs, taxes and insurance required
26 by the Association, and shall be in the ratio that
27 one (1) bears to the total number of lots within the
28 Subdivision. ~~The aforesaid maximum assessment to~~
29 ~~each lot owner may be increased by the Association~~
30 ~~only with the prior written consent of two-thirds~~
31 of the lot owners of record by number and area in
32 said Subdivision.

1 (d) The aforesaid assessments for each year
2 shall be fixed, levied and paid at such times and
3 in such manner as may be prescribed in the Bylaws
4 of the Association (or by the Developer until the
5 Association is incorporated).

6 (e) Each owner of a lot in the Subdivision for
7 himself, his heirs, executors, administrators, suc-
8 cessors and assigns, covenants and agrees, by acceptance
9 of a deed or other instrument (and regardless of
10 whether it is expressed in any such deed or other
11 conveyance, and regardless of whether such owner
12 accepts such deed in writing), that he shall pay to
13 the Association the annual assessments or charges
14 as provided in paragraph (c) above and any special
15 charges per item number 16 above. The assessments
16 (together with such maximum legal interest thereon,
17 if any such assessments are delinquent, and costs of
18 collection, including reasonable attorney's fees
19 and court costs) shall be a charge on the land and
20 shall be a continuing lien upon the lot against
21 which, each such assessment is made. Each such
22 assessment, together with such interest, costs and
23 attorneys' fees, shall be the personal obligation of
24 the person who was the record owner of such lot at
25 the time when the assessment fell due, but such
26 personal obligation of the owner shall not be deemed
27 to limit or discharge the charge on the land and
28 continuing lien upon the lot against which such
29 assessment is made. No owner shall escape liability
30 for the assessments which fell due while he was the
31 owner by nonuse of the common facilities or transfer
32 or abandonment of his lot. The owner's personal

1 obligation for assessments which fell due while he
2 was the owner shall not pass to a successor owner
3 unless expressly assumed by that successor owner.
4 The Association, as the agent and representative
5 of the owners of lots in Subdivision, shall have
6 the right to enforce the provisions of this declaration.
7 If the owner of any lot fails to pay an assessment
8 when due, the Association may enforce the payment of
9 the assessment, or enforce the lien against the lot,
10 by taking either or both of the following actions,
11 concurrently or separately (and by exercising
12 either of the remedies set forth below, the
13 Association does not prejudice or waive its right
14 to exercise the other remedy):

15 (i) Bring an action at law against the
16 owner personally obligated to pay the assessment;

17 (ii) Foreclose the assessment lien
18 against the lot in accordance with the then
19 prevailing Arizona law relating to the fore-
20 closure of realty mortgages (including the
21 right to recover any deficiency), and the lot
22 may be redeemed after foreclosure sale as
23 provided by law.

24 If any lot subject to such assessment lien shall become
25 subject to the lien of a purchase money or construction
26 mortgage, the foreclosure of the assessment lien shall
27 not affect or impair the lien of any such mortgage. The
28 assessment lien shall be junior and subordinate to the
29 lien of any such mortgage, but only as follows, without
30 otherwise affecting or impairing the assessment lien or
31 discharging the land from the servitude. Any such mort-
32 gage foreclosure purchaser, or any grantee taking by

1 deed in lieu of foreclosure, shall take free of the
2 assessment lien for all charges that have accrued up to
3 the date of issuance of a sheriff's deed or deed given
4 in lieu of foreclosure, but shall take subject to all
5 charges accruing subsequent to the issuance of a
6 sheriff's deed or deed given in lieu of foreclosure.

7 (f) At any such time as the aforescribed mainte-
8 nance and services to be rendered by the Association are
9 available from a public source, including but not limited
10 to a county, municipal or other type of improvement
11 district, the Association, upon an affirmative vote of
12 two-thirds of the property owners of record by number
13 and area, may elect to have the maintenance and services,
14 or any part of them, provided for in this Declaration
15 assumed and undertaken by this public source if the
16 public source is willing to undertake them.

17 (g) Until such time as the Association is
18 incorporated (i.e., when 27 lots within the Sub-
19 division have been conveyed by TRW Investment
20 Corporation to bona fide purchasers, or December
21 31, 1979, whichever first occurs), the Developer
22 reserves the right to exercise the powers and
23 duties granted in this Declaration to the Association,
24 including, but not by way of limitation, the right
25 to perform all or any part of the duties, assume the
26 obligations, levy and collect the assessments and
27 otherwise exercise the powers given to the Association
28 by this in the same way and manner as though all of
29 such powers and duties so given were given directly
30 to the Developer. Upon issuance of a Certificate
31 of Incorporation to the Association by the Arizona
32 Corporation Commission, the Developer shall turn

1 over any accumulated funds or assets to the Association
 2 and be released and divested of any and all such
 3 rights, powers and obligations provided for the
 4 Association in this Declaration; and the Association
 5 promptly shall perform the duties, assume the
 6 obligations, levy and collect the assessments and
 7 otherwise exercise the powers provided for the
 8 Association.

9 21. DOMINANT TENEMENT: Each of the lots in said tract
 10 shall constitute the dominant tenement and be entitled to the
 11 benefit of the covenants herein contained as against all of the
 12 other lots in said tract which shall constitute the servient
 13 tenements.

14 22. TERMS: These covenants are to run with the land
 15 and shall be binding on the undersigned and all of its successors
 16 in title, interest or possession in all and every part of said
 17 premises until July 1, 2010. Thereafter said covenants shall
 18 be automatically extended for successive periods of ten (10)
 19 years, unless and until amended or revoked. Said covenants may
 20 be amended or revoked during the first ten (10) year extension
 21 by ninety per cent (90%) of the lots affected hereby; and during
 22 any successive ten (10) year extension, by a majority of said lots.
 23 Any such amendment or revocation must be made and recorded within
 24 the sixty (60) day period immediately preceding the end of the
 25 said ten (10) year period.

26 23. DEEDS: Deeds of conveyance of all or any of said
 27 lots shall incorporate by reference all of the provisions con-
 28 tained in this document. However, whether or not recited in
 29 the deeds of conveyance, these restrictions shall be binding on
 30 every owner of every lot in this subdivision.

31 24. ENFORCEMENT: If the owner or possessor of any lot
 32 subject to these restrictions shall violate, or attempt to

violate, any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation, or both.

25. SUBORDINATION: Nothing contained in this Declaration shall be held to invalidate the lien of any mortgage or deed of trust prior to foreclosure, provided, however, that any purchaser at any mortgage foreclosure sale or sale under deed of trust shall hold title subject to all the provisions hereof.

26. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Minnesota Title & Trust, an Arizona corporation, as Trustee, has caused its corporate name to be signed by the undersigned officers duly authorized this 9th day of January, 1978.

MINNESOTA TITLE & TRUST,
an Arizona corporation, as Trustee

By Benny Wheeler
Senior Trust Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 9th day of January, 1978, before me the undersigned Notary Public, personally appeared BENNY WHEELER and GONZALES who acknowledged themselves to be Senior Trust Officer of MINNESOTA TITLE & TRUST, an Arizona corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Charlotte J. [Signature]
Notary Public

My Commission Expires:
3-17-79

STATE OF ARIZONA, County of Maricopa; ss.
I do hereby certify that the within instrument was filed and recorded at request of Benny Wheeler
JAN 18 1978 -9 55 Docket 12661 Page 331-376

Records of Maricopa County, Arizona.
WITNESS my hand and official seal the day and year first above written.